

5805-A
RECORDATION NO. _____ Filed & Recorded

SEP 22 1970 - 2 30 PM

RELEASE OF SECURITY INTEREST INTERSTATE COMMERCE COMMISSION

Allis-Chalmers Leasing Corporation
Manufacturing Agreement
Dated as of August 1, 1970

WHEREAS General Motors Corporation (Electro-Motive Division) (hereinafter called the Secured Party) and Allis-Chalmers Leasing Corporation (hereinafter called the Purchaser) have entered into a Manufacturing Agreement dated as of August 1, 1970 (hereinafter called the Manufacturing Agreement), among the Secured Party, the Purchaser and The Western Pacific Railroad Company, pursuant to which the Secured Party retained security title to and property in the units of railroad equipment described in Annex B to the Manufacturing Agreement (hereinafter called the Equipment); and

WHEREAS the Manufacturing Agreement was filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on August 20, 1970, at 2:50 p.m., Recordation No. 5805; and

WHEREAS the Equipment has been delivered to and accepted by the Purchaser under the Manufacturing Agreement and the Purchaser has, on the date of this Release, paid to the Secured Party the entire Purchase Price (as defined in the Manufacturing Agreement) of the Equipment and all other payments payable to the Secured Party as provided in the Manufacturing Agreement;

NOW, THEREFORE, this Release of Security Interest
witnesseth as follows:

The Secured Party hereby releases its security
title to and property in the Equipment under the Manufacturing
Agreement and warrants to Purchaser that title to and property in the
Equipment is free of all liens, security interests and other
encumbrances created or retained under the Manufacturing Agreement
and has passed to and remains in the Purchaser.

IN WITNESS WHEREOF, the Secured Party has caused
this Release of Security Interest to be executed in its
corporate name by a duly authorized officer or representative
and its corporate seal to be hereunto affixed and duly attested,
as of this 22nd day of September 1970.

Dated: September 22, 1970

GENERAL MOTORS CORPORATION
(ELECTRO-MOTIVE DIVISION)

by

L. D. Deane *JD*
Vice President

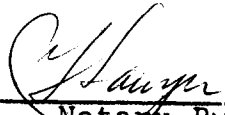
[Corporate Seal]

Attest:

E. C. Langford
Assistant Secretary

STATE OF ILLINOIS,)
) ss.:
COUNTY OF COOK,)

On this 18 day of September 1970, before me personally appeared B. B. Brownell, to me personally known, who, being by me duly sworn, says that he is a Vice President of GENERAL MOTORS CORPORATION (ELECTRO-MOTIVE DIVISION), that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.



Notary Public

[Notarial Seal]

My commission expires: OCTOBER 28, 1971
OCTOBER 28, 1971

RECORDATION NO. 5806-A Filed & Recorded
OCT 12 1970 - 9 45 AM
INTERSTATE COMMERCE COMMISSION

FIRST SUPPLEMENT

TO

LEASE OF RAILROAD EQUIPMENT

dated as of August 1, 1970

between

ALLIS-CHALMERS LEASING CORPORATION

and

THE WESTERN PACIFIC RAILROAD COMPANY

THIS FIRST SUPPLEMENT TO LEASE OF RAILROAD EQUIPMENT entered into as of August 15, 1970, by and between ALLIS-CHALMERS LEASING CORPORATION (hereinafter called the Lessor) and THE WESTERN PACIFIC RAILROAD COMPANY (hereinafter called the Lessee);

W I T N E S S E T H:

WHEREAS, Lessor and Lessee have entered into a Lease of Railroad Equipment dated as of August 1, 1970 (hereinafter called the Lease), which Lease was recorded under the provisions of Section 20c of the Interstate Commerce Act with the Interstate Commerce Commission on August 20, 1970, at 2:50 p.m. and assigned recordation number 5806; and

WHEREAS, Lessor and Lessee have agreed that the Lease should be supplemented;

NOW, THEREFORE, Lessor and Lessee agree that §15 of the Lease is hereby supplemented as follows:

After the second paragraph of §15 insert the following paragraph:

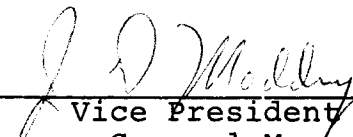
"If the Lessor shall, without the prior written consent of the Lessee, release, waive, settle or compromise any action or proceeding taken in accordance with the provisions of the preceding paragraph of this §15 with respect to the loss of all or a portion of the Rapid Amortization Deduction, then

such release, waiver, settlement or compromise shall, as of the date thereof, be deemed to have been for all purposes of this Lease a final judgment or decree of the court or administrative agency having jurisdiction thereof establishing the Lessor's right to claim all or the portion of the full Rapid Amortization Deduction with respect to the Units as to which a claim was made in accordance with the provisions of the preceding paragraph, and in such event the provisions of the next succeeding paragraph of this §15 shall apply mutatis mutandis."

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first above written.

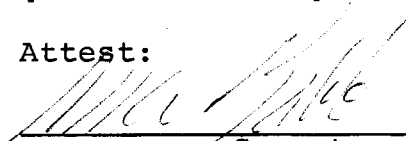
ALLIS-CHALMERS LEASING
CORPORATION,

by


Vice President and
General Manager

[CORPORATE SEAL]

Attest:


Secretary

THE WESTERN PACIFIC RAILROAD
COMPANY,

by


Vice President-Finance

[CORPORATE SEAL]

Attest:


ASSISTANT Secretary

STATE OF WISCONSIN)
COUNTY OF MILWAUKEE) ss.:

On this 24 day of *September*, 1970, before me personally appeared J. D. MADDRY, to me personally known, who, being by me duly sworn, says that he is the Vice President and General Manager of ALLIS-CHALMERS LEASING CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[NOTARIAL SEAL]

Richard F. Ellis

Notary Public

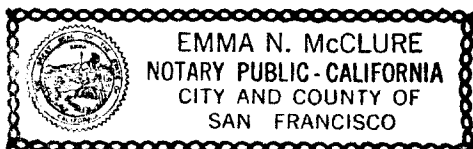
My commission expires

RICHARD F. ELLIS
Notary Public, State of Wisconsin
Commission Is Permanent

STATE OF CALIFORNIA)
CITY AND COUNTY OF SAN FRANCISCO) ss.:

On this 10th day of *September*, 1970, before me personally appeared F. A. TEGELER, to me personally known, who, being by me duly sworn, says that he is the Vice President-Finance of THE WESTERN PACIFIC RAILROAD COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[NOTARIAL STAMP]



My commission expires *April 5, 1971*

Emma N. McClure

Notary Public